

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

In re: MIRAPEX PRODUCTS LIABILITY
LITIGATION

MDL No. 07-1836 (JMR/FLN)

This document relates to All Actions

PROTECTIVE ORDER

Upon request by the parties for an order pursuant to Fed. R. Civ. P. 26(c) that trade secret or other confidential information be disclosed only in designated ways,

IT IS HEREBY ORDERED:

1. As used in this Protective Order, these terms have the following meanings:

"Attorneys" means counsel of record;

"Confidential" documents are documents designated pursuant to paragraph 2;

"Confidential - Attorneys' Eyes Only" documents are defined as those documents that are highly sensitive from a commercial or technical standpoint, that have not been released commercially or publicly, and that may provide a competitor with a competitive advantage. This subset of documents shall be designated pursuant to paragraph 5;

"Documents" are all materials within the scope of Fed. R. Civ. P. 34;

"Written Assurance" means an executed document in the form attached as Exhibit "A."

2. By identifying a document Confidential, a party may designate any document, including interrogatory responses, other discovery responses, or transcripts that it in good faith contends constitute or contain trade secret or other confidential information.

3. All Confidential documents, along with the information contained in the documents, shall be used solely for the purpose of current and future Mirapex cases pending in, or transferred to MDL 1836, or for current and future Mirapex cases pending in state court, provided counsel for parties with actions pending in state court expressly agrees to be bound by

the terms of this Order and provides an executed Assurance, attached hereto as Exhibit "A." Confidential documents and the information contained therein shall otherwise be used for no other purpose except the customary business purposes of the party producing such materials, and shall not, without leave of this Court, be disclosed to any person or entity other than as provided in Paragraph 4 below. No person receiving such documents shall, directly or indirectly, transfer, disclose, or communicate in any way the contents of the documents to any person other than those specified in paragraph 4. Prohibited purposes include, but are not limited to, use for competitive purposes or the prosecution of additional intellectual property rights.

4. Access to any Confidential document shall be limited to:

(a) the Court and its officers;

(b) Attorneys for parties who have pending Mirapex cases filed in, or transferred to MDL 1836, and their office associates, legal assistants, and stenographic and clerical employees;

(c) Attorneys for parties who have pending Mirapex related lawsuits in state court, their office associates, legal assistants, and stenographic and clerical employees, so long as such attorneys have provided a written assurance (attached hereto as Exhibit "A") that they agree to be bound by the terms of this Order;

(d) Attorneys for parties whose pending Mirapex related lawsuits are filed in or removed to other federal district courts, their office associates, legal assistants, and stenographic and clerical employees, so long as such attorneys have provided a written assurance (attached hereto as Exhibit "A") that they agree to be bound by the terms of this Order;

(e) persons who authored the document or received it prior to litigation;

(f) deponents and witnesses who have either signed the "Written Assurance" document attached hereto as Exhibit "A" or who are current or former employees of defendant Pfizer Inc. or defendant Boehringer Ingelheim Pharmaceuticals, Inc.;

(g) court reporters and videographers retained to transcribe or film testimony;

(h) inside counsel, paralegals, legal assistants and other persons employed by the legal departments of defendants Pfizer Inc. and Boehringer Ingelheim Pharmaceuticals, Inc.;

(i) outside independent persons (i.e., persons not currently employed by, consulting with, or otherwise associated with any party) who are retained by a party or its attorneys to furnish technical or expert services, or to provide assistance as mock jurors or focus group members or the like, and/or to give testimony in this action, so long as those persons provide written assurance (in the form of Exhibit A) that they will abide by the terms of this Order;

5. The parties shall have the right to further designate Confidential documents or portions of documents as "Confidential - Attorneys' Eyes Only." Disclosure of such information shall be limited to the persons designated in paragraph 4. Such documents may also be disclosed to deponents or witnesses who are current employees of the party who produced the documents, or to deponents or witnesses who are past employees or consultants of the party who produced the documents, provided such past employees or consultants have signed the "Written Assurance" document attached hereto as Exhibit "A."

6. Third parties producing documents in the course of this action may also designate documents as "Confidential" or "Confidential - Attorneys' Eyes Only," subject to the

same protections and constraints as the parties to the action. A copy of this Protective Order shall be served along with any subpoena served in connection with this action. All documents produced by such third parties shall be treated as Confidential - Attorneys' Eyes Only for a period of 15 days from the date of their production, and during that period any party may designate such documents as Confidential or Confidential - Attorneys' Eyes Only pursuant to the terms of this Protective Order.

7. Each person appropriately designated pursuant to paragraph 4(i) to receive Confidential information shall execute a "Written Assurance" in the form attached as Exhibit "A." Opposing counsel shall be notified at least 10 days prior to disclosure to any such person who is known to be a current employee of any competitor of the party whose designated documents are to be disclosed. Notice shall also be given before documents are disclosed to any person who has, within the past 5 years, been an employee, agent or consultant to a competitor (in the field of neurology/neuropharmacology) to a party whose designated documents are to be disclosed. Such notice shall provide a reasonable description of the outside independent person to whom disclosure is sought sufficient to permit objection to be made. If a party objects in writing to such disclosure within 10 days after receipt of notice, no disclosure shall be made until the party seeking disclosure obtains the prior approval of the Court or the objecting party.

8. All depositions or portions of depositions taken in this action that contain trade secret or other confidential information may be designated Confidential or Confidential - Attorneys' Eyes Only and thereby obtain the protections accorded other Confidential or Confidential - Attorneys' Eyes Only documents. Confidentiality designations for depositions shall be made either on the record or by written notice to the other party within 10 days of receipt of the transcript. Unless otherwise agreed, depositions shall be treated as Confidential

Attorneys'-Eyes Only during the 10-day period following receipt of the transcript. The deposition of any witness (or any portion of such deposition) that encompasses Confidential information shall be taken only in the presence of persons who are qualified to have access to such information.

9. Any party who inadvertently fails to identify documents as Confidential - Attorneys' Eyes Only shall have 10 days from the discovery of its oversight to correct its failure. Such failure shall be corrected by providing written notice of the error and substituted copies of the inadvertently produced documents. Any party receiving such inadvertently unmarked documents shall make reasonable efforts to retrieve documents distributed to persons not entitled to receive documents with the corrected designation.

10. Any party who inadvertently discloses documents that are privileged or otherwise immune from discovery shall, promptly upon discovery of such inadvertent disclosure, so advise the receiving party and request that the documents be returned. The receiving party shall return such inadvertently produced documents, including all copies, within 10 days of receiving such a written request, and shall sequester documents or notes reflecting the content of the inadvertently disclosed documents. The party returning such inadvertently produced documents may thereafter seek re-production of any such documents and access to sequestered documents or notes as appropriate pursuant to applicable law.

11. If a party files a document containing Confidential information with the Court, it shall do so under seal and in compliance with the Electronic Case Filing Procedures for the District of Minnesota. Prior to disclosure at trial or a hearing of materials or information designated Confidential, or Confidential - Attorneys' Eyes Only, the parties may seek further protections against public disclosure from the Court.

12. Any party may request a change in the designation of any information designated Confidential and/or Confidential - Attorneys' Eyes Only. Any such document shall be treated as designated until the change is completed. If the requested change in designation is not agreed to, the party seeking the change may move the Court for appropriate relief, providing notice to any third party whose designation of produced documents as Confidential and/or Confidential - Attorneys' Eyes Only in the action may be affected. The party asserting that the material is Confidential shall have the burden of proving that the information in question is within the scope of protection afforded by Fed. R. Civ. P. 26(c).

13. Within 60 days after final adjudication of MDL 1836 or any proceeding before a Transferor Court, each party shall either destroy or return to the opposing party all documents designated by the opposing party as Confidential, and all copies of such documents, and shall destroy all notes, extracts and/or data taken from such documents. Within that 60-day period, each party shall verify the complete destruction or return to counsel for the producing party of all such materials by executing and mailing to counsel for the producing party an Affidavit in the form attached hereto as Exhibit "B." A copy of each such executed Affidavit shall be maintained by counsel for Plaintiffs or Defendants, respectively. Attorneys shall be entitled to retain, however, a set of all documents filed with the Court and all correspondence generated in connection with the action.

14. Any party may apply to the Court for a modification of this Protective Order, and nothing in this Protective Order shall be construed to prevent a party from seeking such further provisions enhancing or limiting confidentiality as may be appropriate.

15. No action taken in accordance with this Protective Order shall be construed as a waiver of any claim or defense in the action or of any position as to discoverability or admissibility of evidence.

16. The obligations imposed by this Protective Order shall survive the termination of this litigation. This Stipulation and Protective Order shall remain in full force and effect throughout and after adjudication of the actions involved in MDL 1836, including but not limited to any action subject to MDL 1836 that has been transferred back to the Transferor Court for trial or any other proceedings, any final adjudication of any appeals and petitions for extraordinary writs and each person subject to this Stipulation and Protective Order shall accordingly continue to be subject to the jurisdiction of this Court for the purposes of enforcement of the confidentiality terms of this Stipulation and Protective Order.

17. If another court or an administrative agency subpoenas or otherwise orders production of Confidential Discovery Materials which a person has obtained under the terms of this Order, the person to whom the subpoena or other process is directed shall, within five (5) business days of notice of such a subpoena or other process, provide the designating party via electronic mail and facsimile with a copy of the subpoena or other process received, including any supporting materials provided therewith. In no event shall confidential documents be produced prior to the receipt of written notice by the designating party and a reasonable opportunity to object. Furthermore, the person receiving the subpoena or other process shall cooperate with the producing party in any proceeding related thereto.

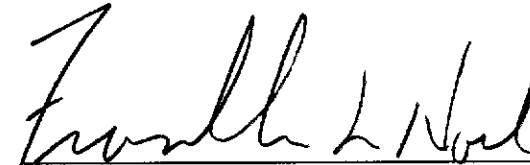
18. The attorneys of record are responsible for employing reasonable measures, consistent with this Stipulation and Protective Order, to control duplication of, access to, and distribution of copies of Confidential Information, including abstracts and summaries thereof.

Except as otherwise provided herein, parties shall not duplicate any Confidential Information except working copies, other necessary copies, and for filing in court under seal. All copies made of Confidential Information shall bear the appropriate "Confidential" or "Confidential – Attorneys' Eyes Only" designation.

IT IS SO ORDERED

Date:

Sept 12, 2007

A handwritten signature in cursive script, reading "Franklin L. Noel", written over a horizontal line.

Hon. Franklin L. Noel

United States Magistrate Judge

EXHIBIT A

WRITTEN ASSURANCE

_____ declares
that:

I reside at in the city of _____, county _____, state of _____; I am currently employed by _____ located at _____ and my current job title is _____.

I have read and believe I understand the terms of the Protective Order dated _____, filed in MDL No. 07-1836, pending in the United States District Court for the District of Minnesota. I agree to comply with and be bound by the provisions of the Protective Order. I understand that any violation of the Protective Order may subject me to sanctions by the Court.

I shall not divulge any documents, or copies of documents, designated "Confidential" or "Confidential - Attorneys' Eyes Only" obtained pursuant to such Protective Order, or the contents of such documents, to any person other than those specifically authorized by the Protective Order. I shall not copy or use such documents except pursuant to the terms of the Protective Order.

As soon as practical, but no later than 30 days after final termination of this action, I shall, subject to Paragraph 12 of the Protective Order, return to the attorney from whom I have received any documents in my possession designated "Confidential" or "Confidential - Attorneys' Eyes Only", and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such documents.

I submit myself to the jurisdiction of the United States District Court for the District of Minnesota for the purpose of enforcing or otherwise providing relief relating to the Protective Order.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

(Date)

(Signature)

EXHIBIT B

AFFIDAVIT OF _____

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared _____, Esq., who after first being duly sworn, states as follows:

1. My name is _____. I am over the age of 18 years and am a resident of _____ County, _____. I make this Affidavit based upon my personal knowledge, and I am competent to testify to the matters stated herein.

2. I have requested and received from _____ all of the materials, transcripts, and other things described in MDL 1836: *In re Mirapex Products Liability Litigation*, in the United States District Court for the District of _____ and any proceedings held before the Transferor Court.

3. I have either destroyed or have attached hereto all of the documents, materials, transcripts, and other things, including those materials which were returned to me by _____ in accordance with the preceding paragraph, and as described in Paragraph 11.1 of the Protective Order which was entered by the Court in

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In re Mirapex Products Liability Litigation, in the United States District Court for the District of _____.

Signature of Affiant

Subscribed and sworn to before me,
this ____ day of _____, 200__.

Notary Public

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